



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-088308-25

In the matter of: 1602 HIGHWAY 2
COURTICE ON L1E2R7

Between: Saurabh Bedi Landlord

And

Jessy Lewis Tenants
Denise Elita Crooks

Saurabh Bedi (the 'Landlord') applied for an order to terminate the tenancy and evict Jessy Lewis and Denise Elita Crooks (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 8, 2025.

The Landlord, the Landlord's Legal Representative, Marshall Yarmus, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,200.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 14, 2025 are \$21,460.00. The Tenants did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$192.66 is owing to the Tenants for the period from July 13, 2023 to December 8, 2025.

Section 83 Considerations:

10. Tenant Jessy Lewis (JL) stated he has had a difficult year that has impacted his ability to work and pay rent. Earlier in the year his mother, Tenant Denise Crooks (DC), went missing for a period as she suffers from mental health issues. His brother, who also resides in the home, suffers from Schizophrenia and tried to kill JL. JL also runs a business and his business partner died suddenly before summer, which impacted his business and ability to work over the summer. JL stated that his company does landscaping and snow removal and on average his monthly income is \$6,700.00 after business expenses. JL stated that after all the incidents occurred earlier in the year he gave up and started falling deeper into debt as he was struggling with his mental health as well. JL stated that in addition to paying ongoing rent, he can pay \$1,000.00 per month towards the arrears.
11. DC testified that she struggles from mental health and substance abuse. She was missing earlier in 2025 and when she is off her medication she wanders off. DC testified that recently she was incarcerated for 6 months, then again for another 2 weeks, at 2 different facilities due to charges related to her substance use. As of the hearing, DC had only been released from jail for 2 weeks, and the Ontario Disability Support Program (ODSP) had stopped her payments during her incarceration. DC stated that her monthly income from ODSP is \$1,500.00. DC confirmed that her younger adult son lives with her and JL but he does not contribute to the rent or utilities as he recently was released from a facility related to his mental health.
12. The Landlord testified that this is the only rental unit that the Landlord owns, and that the significant arrears have caused him financial strain. The Landlord testified he has borrowed money from friends and family to cover the mortgage and his line of credit is maxed out. The Landlord did not submit documentary evidence to support his oral testimony, but I accept that the arrears, which are significant, have had a significant impact on him.
13. I accept DC's evidence that she struggles with mental health, and JL's evidence that his brother resides in the home and also struggles with mental health. The Landlord did not dispute that DC has gone missing in the past due to her mental health and acknowledged having previously seen a news article when she went missing in 2023. While JL did not provide documentary evidence in support of his income alleged income, there was no indication that outside of this year the Tenants have struggled to pay rent. I accept JL's evidence that the Tenants fell into arrears due to several unfortunate circumstances happening in 2025.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to

grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. While the Landlord has struggled with financial hardship due to the non-payment of rent, and the arrears are significant, I am satisfied that the tenancy can be viable, and thus it would not be unfair to deny eviction subject to a payment plan. If the Tenants do not pay the arrears back according to the plan, the Landlord can bring an application to evict under section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenants meet the conditions set out below.
2. The Tenants owe a total of \$21, 646.00 for rental arrears to December 14, 2025, inclusive of the filing fee.
3. The Tenants shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. Starting February 1, 2026 and ending October 1, 2027, the Tenants shall pay to the Landlord \$1,000.00 per month on or before the first day of the month;
 - b. On or before November 1, 2027, the Tenants shall pay to the Landlord the remaining balance of \$646.00.
4. Commencing December 15, 2025 and continuing until October 15, 2027, or until the arrears are paid in full, whichever date is earliest, the Tenants shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenants fail to comply with the conditions set out in paragraphs 3 and 4 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an Order terminating the tenancy and evicting the Tenants, and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after December 14, 2025. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenants.

January 26, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.